

RECORDATION NO. 16911-E FILED  
JAN 20 '99 1-30 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D C

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ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D C 20423

Dear Mr. Williams

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of August 25, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 16911

The names and addresses of the parties to the enclosed document are

*KB*  
Lessee:

Company:

Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, PA 19101

~~Owner Participants~~ ~~AT&T Capital Holdings International, Inc.~~  
~~44 Whippany Road~~  
~~Morristown, NJ 07962~~

~~The First National Bank of Maryland~~  
~~25 South Charles Street~~  
~~Baltimore, MD 21201~~

*KB*  
Lessor:  
~~Owner Trustee~~

First Union

~~Wilmington Trust Company~~  
~~1 Rodney Square North~~  
~~1100 North Market Street~~  
Wilmington, DE 19801

Mr. Vernon A Williams  
January 13, 1999  
Page 2

A description of the railroad equipment covered by the enclosed document is

This transaction does not involve any new or additional  
railroad equipment

Also enclosed is a check in the amount of \$26 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

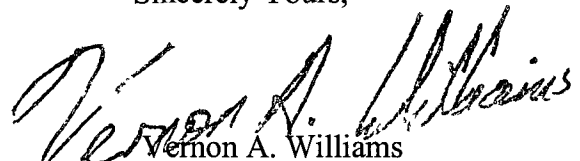
Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.

11301 and CFR 1177.3 (c), on 1/20/99 at 1:30 PM , and

assigned recordation numbers (s): 5685-I, 14635-D, 16116-D, 16696-D,  
16911-E and 17943-F.

Sincerely Yours,

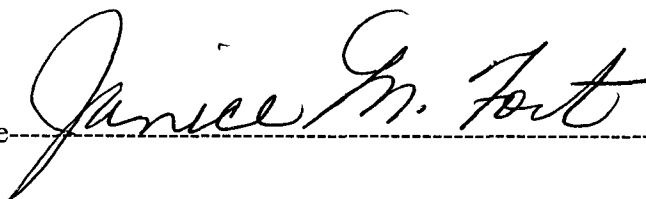


Vernon A. Williams

Enclosure(s)  
156.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



[N066]

RECORDATION NO. 16911-E

FILED

AMENDMENT AGREEMENT JAN 20 '99

1-30 PM

***THIS AMENDMENT AGREEMENT***, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between First Union Trust Company (successor in interest to Meridian Trust Company under the Lease Agreement (as defined below)), as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

PRELIMINARY STATEMENTS:

***WHEREAS***, the Lessor and Lessee have entered into a certain Lease of Railroad Equipment, dated as of June 15, 1990, as amended and supplemented from time to time (the "Lease Agreement");

***WHEREAS***, the Lessor (as Owner Trustee), the Lessee and The CIT Group/Equipment Financing, Inc., as Owner Participant (the "Owner Participant") have entered into a certain Participation Agreement, dated as of June 27, 1990;

***WHEREAS***, the Owner Trustee and the Owner Participant have entered into a certain Trust Agreement, dated as of June 15, 1990;

***WHEREAS***, the Owner Participant and the Lessee have entered into a certain Tax Indemnity Agreement, dated as of June 15, 1990;

***WHEREAS***, the Lessor and Lessee now desire to amend the Lease Agreement, as hereinafter provided.

***NOW, THEREFORE***, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

**Section 1.** Certain Defined Terms. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement.

**Section 1.01** "Affiliate". "Affiliate" means, as applied to any company, any other company directly or indirectly controlling, controlled by, or under common control with such company.

**Section 2.**     Amendments to Lease Agreement.

**Section 2.01**   In the sixth and thirteenth lines of subsection (b) of Section 13 of the Lease Agreement, the words “or organized” shall be inserted immediately after the word “incorporated”.

**Section 2.02**   The second proviso of subsection (b) of Section 13 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

“provided, however, that, except for any sublease to an Affiliate of the Lessee, the Lessor’s consent, not to be unreasonably withheld, must be obtained for any sublease that is for a term longer than twelve (12) months (and one of the factors Lessor may use in determining whether to grant any such consent shall be whether such sublease is to be assigned to Lessor hereunder as security for Lessee’s obligations) and;”

**Section 2.03**   In the sixth line of subsection (c) of Section 13 of the Lease Agreement, the words “or organized” shall be inserted immediately after the word “incorporated”.

**Section 3.**     Reconfirmation. The Lessor and the Lessee hereby ratify, approve and confirm their rights and obligations in each and every respect under the Lease Agreement, as amended by this Amendment Agreement.

**Section 4.**     Further Assurances. The Lessor and Lessee each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as either party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement.

**Section 5.**     Amendment or Waiver. This Amendment Agreement may not be amended, waived or modified without the written consent of the party to be bound thereby.

**Section 6.**     Governing Law. This Amendment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**Section 7.**     Execution in Counterparts. This Amendment Agreement may be signed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

***IN WITNESS WHEREOF***, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

FIRST UNION TRUST COMPANY

By: \_\_\_\_\_

  
Name: **STEPHEN J. KABA**  
Title: **VICE PRESIDENT**


CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CIT GROUP/EQUIPMENT FINANCING, INC.,  
the Owner Participant, hereby consents to, and directs  
the Lessor to execute, this Amendment Agreement,  
as of the date first above written

By: \_\_\_\_\_

  
Name: **Timothy J. Bennett**  
Title: **Vice President**

STATE OF DELAWARE : )  
 )  
COUNTY OF NEW CASTLE : ) SS.:

On this, the 9 day of October, 1998, before me, a notary public, personally appeared STEPHEN J. KABA, to me known, who, being by me duly sworn, did depose and say that he/she is the VICE PRESIDENT of FIRST UNION TRUST COMPANY, N.A., one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 7, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
9 day of October, 1998.

[Notarial Seal]



NOTARY PUBLIC

MY COMMISSION EXPIRES ON  
NOTARY PUBLIC, STATE OF DELAWARE  
My Commission Expires November 21, 2003  
RITA MARIE RITROVATO LAWLESS

*IN WITNESS WHEREOF*, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

FIRST UNION TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden  
Name: Thomas J. McFadden  
Title: Treasurer

THE CIT GROUP/EQUIPMENT FINANCING, INC.,  
the Owner Participant, hereby consents to, and directs  
the Lessor to execute, this Amendment Agreement,  
as of the date first above written

By: \_\_\_\_\_  
Name:  
Title:



STATE OF Pennsylvania : )  
COUNTY OF Philadelphia : )

SS.:

On this, the 2<sup>nd</sup> day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 2, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
2<sup>nd</sup> day of October, 1998.

[Notarial Seal]

Suzanne J. Rossomando  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON

NOTARIAL SEAL  
Suzanne J. Rossomando, Notary Public  
City of Philadelphia, Phila County  
My Commission Expires June 28, 1999

***IN WITNESS WHEREOF***, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

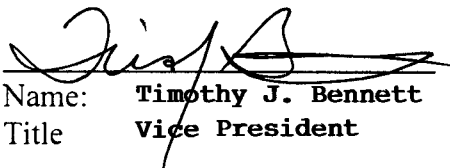
FIRST UNION TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE CIT GROUP/EQUIPMENT FINANCING, INC.,  
the Owner Participant, hereby consents to, and directs  
the Lessor to execute, this Amendment Agreement,  
as of the date first above written.

By:   
Name: **Timothy J. Bennett**  
Title: **Vice President**

STATE OF New York : )  
 )  
COUNTY OF New York : )

SS.:

On this, the 21<sup>st</sup> day of September, 1998, before me, a notary public, personally appeared Timothy J. Bennett, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of The CIT Group/Equipment Financing, Inc., one of the parties described in and which executed the foregoing instrument; that said instrument was executed on                     , 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this  
21 day of September, 1998.

[Notarial Seal]



Elsa Rodriguez  
NOTARY PUBLIC  
MY COMMISSION EXPIRES ON 5/29/2000

ELSA RODRIGUEZ  
Notary Public, State of New York  
No. 4967228  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires May 29, 2000

11

